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No. 92-____

IN THE

Supreme Court of the United States

OCTOBER TERM, 1992

OWENS-CORNING FIBERGLAS CORPORATION,

Petitioner,

—v.—

LEONARD ADAMS, *et al.*,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Is the Due Process Clause of the Fourteenth Amendment, as interpreted in Pacific Mut. Life Ins. Co. v. Haslip, 111 S. Ct. 1032 (1991), and Garnes v. Fleming Landfill, Inc., 186 W. Va. 656, 413 S.E.2d 897 (1991), violated where (i) jury instructions on punitive damages failed to constrain the jury's discretion; (ii) the trial courts refusal to meaningfully and adequately review the 36 awards of punitive damages returned by two separate juries based on the same evidence and to explain on the record its refusal to reduce or reverse those awards; and (iii) all appellate review was subsequently denied?

2. Does due process permit repetitive or unrestricted awards of punitive damages for the same course of

conduct in the absence of any mechanism for ensuring that the total punitive damages do not exceed the amount necessary for deterrence and punishment?

LIST OF PARTIES AND RULE 29.1 STATEMENT

The first group of respondents, who were plaintiffs in the trial before the Honorable Larry V. Starcher, are:

Leonard and Lucille Adams
Garlen and Ann Burton
George and Barbara Campbell
Leslie and Ruth Carr
John Chapman
Arville and Ethell Dalton
James and Patricia Darrah
Paul Dunn
Terry Lee England
William Gabbert
George and Alice Hoschar
Everett and Mary Johnson
James and Lois Kirk
William and Hilda Kittle
Foster Lipscomb
Nelson and Wilda Lott
George and Evelyn Mehalic
Jeryl and Dorothy Root
Stanley and Linda Rowe
Joseph and Sandra Sberna
Joseph and Myrtle Shilot.

The remainder of respondents, who were plaintiffs in the trial before the Honorable Robert B. Stone, are:

Charles and Margaret Barnes
Allen and Mary Ann Campbell

Gary and Pamela Fitzsimmons
George and Dora Frazier
Terrance and Blanche Harrah
William and Molly Heaberlin
William Hunt
Frank and Reva Mae Mano
Gary McCormick
Perry Moore
Larry Neidert
Anthony and Frances Scotka
Benjamin and Janice Sisler
Robert and Gloria Thorne
Arthur and Betty Timberlake.

In addition, Judge Stone directed verdicts against the following plaintiffs:

Thomas and Ruby Gardner
Dickie and Betty Ann Hughes
James and Ilse Thomas.

These plaintiffs have not appealed from this judgment and are not respondents to this petition.

Petitioner Owens-Corning Fiberglas Corporation and Keene Corporation were defendants in the trial below. Keene has filed a separate petition for a writ of certiorari, No. 92-359; Keene's petition was consolidated by this Court with the

petition for a writ of certiorari in Owens-Illinois, Inc. v. Bolyard, No. 92-360, a petition on similar issues arising out of the Circuit Court of Monongalia County, West Virginia. Other defendants, who either settled before judgment, were dismissed, or whose cases were stayed by reason of bankruptcy filings, are:

Armstrong World Industries
Charles Withrow Enterprises, Inc.
Celotex Corporation
Eagle Picher Industries, Inc.
GAF Corporation
Garlock Industries
H.K. Porter Company
National Gypsum Company
Nicolet Inc.
Nitro Industrial Coverings Inc.
Ohio Valley Insulating Company, Inc.
Owens-Illinois, Inc.
Pittsburgh Corning Corporation
Raymark Industries, Inc.
United States Gypsum Company
Tasco Insulations Inc.

These defendants were not parties to the petition for appeal filed by OCF in the West Virginia Supreme Court of Appeals and are not respondents to this petition.

Pursuant to Rule 29.1 of the Rules of this Court, Owens-Corning Fiberglas Corporation states that it is a publicly-held corporation, has no parent company and has no affiliates other than wholly-owned subsidiaries.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Owens-Corning Fiberglas Corporation (hereinafter "OCF") respect-

fully petitions for a writ of certiorari to the Circuit Court of Monongalia County, West Virginia, to review its decision on March 11, 1991 in this case. The West Virginia Supreme Court of Appeals denied OCF's petition for appeal on February 5, 1992, and denied OCF's notice of renewal of petition to allow appeal on July 21, 1992.

OPINIONS BELOW

The unreported Orders of the Circuit Court of Monongalia County, West Virginia, denying OCF's motions for judgment notwithstanding the verdict, for remittitur, or, in the alternative, for a new trial, appear in the Appendix at pages A-1 to A-205. The unreported Order of the West Virginia Supreme Court of Appeals denying OCF's petition for appeal appears in the Appendix at pages A-206 to

A-209. The unreported Order of the West Virginia Supreme Court of Appeals denying OCF's notice of renewal of petition to allow appeal appears in the Appendix at pages A-210 to A-211. No opinions were filed with any of these Orders.

JURISDICTION

The West Virginia Supreme Court of Appeals entered its Order denying OCF's notice of renewal of petition to allow appeal on July 21, 1992. This Court has jurisdiction under 28 U.S.C. § 1257(a) (1988).

CONSTITUTIONAL PROVISION INVOLVED

The Due Process Clause of the Fourteenth Amendment to the United States Constitution provides: "No State shall . . . deprive any person of life,

liberty, or property, without due process of law."

STATEMENT OF THE CASE

Beginning in 1953, OCF distributed Kaylo, a rigid, high-temperature insulation product that contained approximately 15 percent asbestos. In 1958, OCF purchased the Kaylo division from Owens-Illinois, Inc., and began to manufacture the product. In 1972, OCF ceased all production of asbestos-containing Kaylo, replacing the asbestos reinforcement with a combination of specially treated glass fibers and various types of cellulose.

Twenty years later, OCF has been named as a defendant in 160,000 lawsuits in which plaintiffs allege personal injury resulting from exposure to Kaylo. As of December 31, 1991, OCF has resolved 74,000 of these cases, almost all through

settlement, and has settled another 17,000 cases in principle. Nevertheless, more than 85,000 cases remain pending, and OCF has received more then 20,000 new cases in each of the last five years.

The 36 cases that are the subject of this petition were tried in the Circuit Court of Monongalia County, West Virginia, in late 1990. The court consolidated 39 separate cases into two groups for trial: one group was tried before Judge Larry V. Starcher (the Adams group); the second was tried before Judge Robert B. Stone (the Barnes group). The two trials were held in separate courtrooms with one exception: both judges and both juries sat together to hear evidence relevant to product defect and plaintiffs' claims for punitive damages. Thus, with respect to punitive damages, the Adams and Barnes juries literally

heard the identical evidence presented at the same time and in the same manner by the same witnesses.

The juries also received the identical charge on punitive damages:

> The Court instructs the jury that in addition to compensatory damages, which if awarded are awarded against a defendant to compensate a plaintiff for his injury, the law permits the jury under certain circumstances to award an injured plaintiff punitive damages against such defendant in order to punish such defendant or to deter others.
>
> The Court instructs the jury that under West Virginia law a defendant may be held liable for punitive damages in actions of tort such as this if the evidence reveals that a defendant in an action where punitive damages are sought was guilty of gross fraud, malice, oppression, or wanton, willful or reckless misconduct or criminal indifference to civil obligations affecting the rights of others: Therefore, you are instructed that if you believe that either defendant corporation was guilty of gross fraud, malice, oppression, or wanton,

> willful or reckless misconduct or criminal indifference to its civil obligations, then you may award punitive damages against said defendant.
>
> The Court instructs the jury that punitive damages are awarded to punish a defendant and to deter others from pursuing a like course of conduct. The amount of punitive damages awarded, when considered together with compensatory damages, should be in such amount as the jury believes is sufficient to deter others from engaging in a like course of conduct.
>
> The Court instructs the jury that the fact that instructions have been given to you on the subject of damages should not be perceived by you as an intimation on the part of the Court that the defendant is or is not liable for the injuries and damages alleged. Such liability is to be determined solely by your own findings and from the evidence and the law as incorporated in these instructions.

Barnes Jury Charge at 17-18; Adams Jury Charge at 15-16.

On November 13, 1990, the Adams jury returned verdicts in favor of 21 plain-

tiffs (plus their wives, where they were also parties) for a total of $1,217,040 in compensatory damages, with individual compensatory verdicts ranging from $15,000 to $299,200. Liability was allocated 35 percent to OCF, 15 percent to Keene and 50 percent to settled defendants. In addition, in each of the 21 cases, the jury awarded punitive damages of $30,000 against OCF for a total of $630,000, and of $5,000 against Keene for a total of $105,000.

On the same date, the Barnes jury returned verdicts in favor of 15 plaintiffs (plus their wives) totalling $629,000 in compensatory damages, with individual compensatory verdicts ranging from $22,000 to $70,000. (The court had earlier granted defendants' motion for directed verdicts against three other plaintiffs and their wives.) The jury in

Barnes found OCF liable for percentages ranging from 2 to 27 percent; Keene was found liable in 9 of the 15 cases, with its liability apportioned at between 1 and 7 percent. In addition, the Barnes jury awarded $250,000 in punitive damages against OCF for each plaintiff, for a total of $3,750,000. The jury did not award punitive damages against Keene.

OCF preserved its objections to the propriety and constitutionality of punitive damages at the trial of the Adams group (which occurred in November 1990, before this Court's decision in Pacific Mut. Life Ins. Co. v. Haslip, 111 S. Ct. 1032 (1991)). Keene moved for a directed verdict on punitive damages, stating:

> MR. HENDRICKSON: Your Honor, at this time, too, I would move for a directed verdict on behalf of my client, Keene Corporation, on the issue of punitive damages. I am not going to go into all the constitu-

> tional basis because you have heard those arguments before, and I assume that your rulings on the constitutional basis will remain the same as they were in the past.
>
> THE COURT: Law is still the same. We think some day it may change, but as of today it is still the same.
>
> MR. HENDRICKSON: I am not going to waste your time, and they would be incorporated into the record.

Adams trial transcript, November 2, 1990, Vol. XII, p. 2815. The trial court denied the motion with respect to both[1] Keene and OCF:

> THE COURT: I make this ruling with respect to the motion that may be made by any other defendants on the same issue of punitive damages. . . . I think there is enough evidence to

---

[1] A Master Procedural Order that controlled the trial of these cases provided that motions made by one defendant "shall be treated as having been made for the benefit of all defendants and additional defendants so that the record need not be burdened by legal papers from other parties joining in the matters presented." Master Procedural Order, Revision #2, issued May 31, 1988, Section III, B.

> overrule your motion. I am leaving punitive damages in.

Adams trial transcript, November 2, 1990, Vol. XII, pp. 2820-21. In doing so, the court did not even address the constitutional arguments put forward by defendants; rather, it referred only to the evidence of defendants' conduct relevant to the issue of punitive damages. Id. Later, at the close of evidence, Keene and OCF renewed their motions:

> MR. HENDRICKSON: First, I would renew on behalf of Keene Corporation their motion for a directed verdict on punitive damages on issues of product identification and issues of medicine and all other motions made at the end of the plaintiffs' case I would make this motion.
>
> MR. RILEY: Same motion for OCF.
>
> THE COURT: The Court denies it on the grounds heretofore stated on the record.

Adams trial transcript, November 8, 1990, p. 7.

OCF and Keene made similar motions for directed verdicts on punitive damages at the close of plaintiffs' case in Barnes. The court denied these motions, also without addressing defendants' constitutional concerns:

> THE COURT: Rulings in the past have been very consistent and I'm going to be consistent and that is we have allowed punitive damages to go to the jury in these cases. . . . We are now at the plaintiffs best case and not the defendants best case.

Barnes trial transcript, October 30, 1990, p. 104. As in Adams, the trial court's stated reasons for denying defendants' motions focused solely on the evidence relating to defendants' conduct. Id.

After the verdicts, OCF submitted timely motions for judgment notwithstand-

ing the verdict, remittitur, or, in the alternative, new trial. In its motions, OCF argued that the awards of punitive damages against OCF were in violation of the Due Process Clause and were excessive. OCF informed the courts that it had been subjected to previous awards of punitive damages, including two in West Virginia totalling more than $4 million, and explicitly argued that the jury instructions did not give the juries "detailed guidance as to the amount of any punitive damage award."

On March 11 and 12, 1991, the trial courts summarily and without opinion denied OCF's motions. Appendix pages A-1 to A-205. OCF thereafter filed a timely petition for appeal with the West Virginia Supreme Court of Appeals. (There is no intermediate appellate court in West Virginia, and appeal to the

Supreme Court of Appeals is in the discretion of that court. W. Va. Code § 58-5-1 et seq.)

In its petition for appeal, extensively citing this Court's recent decision in Haslip, OCF argued: "[B]ecause the courts below did not apply the safeguards required by due process, the punitive awards in these cases must be reversed." OCF asserted that the absence of these safeguards -- especially given that "West Virginia provides no assurance that an appellate court will review the outcome of a trial" -- deprived OCF of due process. OCF further argued that the court must consider as mitigation of punitive damages evidence that OCF has sustained a loss and has suffered numerous "other civil awards against [it] for the same conduct."

Approximately one month after OCF filed its petition, the West Virginia Supreme Court of Appeals revolutionized that state's law of punitive damages. Adopting in large part the procedures approved in Haslip, the Supreme Court of Appeals held: "Upon petition this Court will review all punitive damage awards." Garnes v. Fleming Landfill, Inc., 186 W. Va. 656, 413 S.E.2d 897, 900 (1991) (on remand from this Court, 111 S. Ct. 2882 (1991)). OCF thereafter filed an application for leave to file a supplement to its petition for appeal to address the effect of Garnes on these cases.

The court never ruled on this application. Instead, only one day after OCF received five minutes to argue its petition for appeal, the Supreme Court of Appeals denied OCF's petition without opinion. Appendix pages A-206 to A-209.

OCF thereafter filed a timely notice of renewal of petition to allow appeal, asserting that the court's rejection of OCF's petition for appeal

> constituted a denial of due process on the issue of punitive damages against it. This action by the Court failed to provide the due process protections and requirements set forth [in] . . . Haslip. . . . Furthermore, the Court's action failed to follow its own guidelines concerning punitive damages, as set forth in . . . Garnes.

On July 21, 1992, the Supreme Court of Appeals summarily denied OCF's petition, again without opinion. Appendix pages A-210 to A-211.

Despite OCF's repeated challenges to the availability of punitive damages in these cases, and despite its numerous attempts to receive post-verdict and appellate review of these punitive damage awards, the West Virginia courts have

summarily and without the slightest explanation refused to consider or address OCF's numerous arguments that these awards of punitive damages violate due process. It is this constitutional deficiency that prompts this petition.

REASONS FOR GRANTING THE WRIT

This petition provides this Court with the opportunity to address issues left unresolved in Pacific Mut. Life Ins. Co. v. Haslip, 111 S. Ct. 1032 (1991). Significantly, it does so in the context of the asbestos personal injury litigation, which the Judicial Panel on Multidistrict Litigation has characterized as having "reached a magnitude . . . that threatens the administration of justice." In re Asbestos Prods. Liab. Litig. (No. VI), 771 F. Supp. 415, 418 (J.P.M.L. 1991).

In Haslip, noting "once again [its] concern about punitive damages that run wild," this Court reiterated that due process imposes limits on punitive damages: "unlimited jury discretion -- or unlimited judicial discretion for that matter -- in the fixing of punitive damages may invite extreme results that jar one's constitutional sensibilities." Id. at 1043.

Haslip was an appeal from a punitive damage award returned in Alabama. Alabama at that time followed certain procedures designed to ensure, as this Court has said, that any award of punitive damages was narrowly tailored to achieve "appropriate deterrence and retribution" and was not "greater than reasonably necessary to punish and deter." Haslip, 111 S. Ct. at 1044-45.

First, Alabama trial courts were required to limit a jury's discretion by way of careful instructions that keeps the jury "confined to deterrence and retribution, the state policy concerns sought to be advanced." Id. at 1044. Second, the trial court must conduct a post-verdict hearing to consider the propriety of a punitive damages verdict with reference to a variety of case-specific factors whose aim is to guarantee that the award was not excessive, and must "reflect in the record the reasons for interfering with a jury verdict or refusing to do so, on grounds of excessiveness of the damages."[2] Id. at 1044 (citation omitted). Third, the

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[2] Among the factors that the trial court should address are the "culpability of the defendant's conduct," the "desirability of discouraging others from similar conduct," the "impact upon the parties,", and "other factors, such as the impact on innocent third parties". Haslip, 111 S. Ct. at 1044 (citation omitted).

state supreme court must apply a series of "detailed substantive standards" in reviewing the punitive damage award to further guarantee that it was not excessive.[3] Id. at 1045.

This Court held that Alabama's procedures were sufficient to avert a violation of due process in that case. Alabama's two levels of post-verdict re-

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[3] Those standards are:

> (a) whether there is a reasonable relationship between the punitive damages award and the harm likely to result from the defendant's conduct as well as the harm that actually has occurred; (b) the degree of reprehensibility of the defendant's conduct, the duration of that conduct, the defendant's awareness, any concealment, and the existence and frequency of similar past conduct; (c) the profitability to the defendant of the wrongful conduct and the desirability of removing that profit and of having the defendant also sustain a loss; (d) the "financial position" of the defendant; (e) all the costs of litigation; (f) the imposition of criminal sanctions on the defendant for its conduct, these to be taken in mitigation; and (g) the existence of other civil awards against the defendant for the same conduct, these also to be taken in mitigation.

Haslip, 111 S. Ct. at 1045.

view were critical to that conclusion: it ensured "meaningful and adequate review by the trial court whenever a jury has fixed the punitive damages"; after further review by the state supreme court, it ensured "that the award does not exceed an amount that will accomplish society's goals of punishment and deterrence . . . [and] that the punitive damages are reasonable in their amount and rational in light of their purpose." Id. at 1044-45 (citation omitted).

Haslip thus approved the procedures used in Alabama because those procedures provided substantive limitations on the availability and amount of punitive damages. By contrast, the West Virginia law in place at the time of the trial of these cases provided neither those procedural protections nor the substantive limitations.

The West Virginia Supreme Court of Appeals subsequently acknowledged in Garnes v. Fleming Landfill, Inc., 186 W. Va. 656, 413 S.E.2d 897 (1991), that West Virginia punitive damages law, as it existed in November 1990, was constitutionally deficient. This Court had vacated a dozen punitive damage awards and remanded the cases for reconsideration in light of Haslip. Among those remanded was Fleming Landfill, Inc. v. Garnes, 111 S. Ct. 2882 (1991), a case from the West Virginia Supreme Court of Appeals.

The Supreme Court of Appeals issued its decision after the remand on December 5, 1991, more than one month after OCF had filed its petition to appeal in Adams and Barnes. Calling Haslip a "major step in the unification of America's decisional law in matters where

the separate states are unable to craft a set of rational rules," 413 S.E.2d at 905, the court concluded that due process affirmatively requires three levels of protection in connection with punitive damages:

- reasonable constraint on the jury's discretion;
- meaningful and adequate review of the award by the trial court using established procedures; and
- meaningful and adequate review by the appellate court.

Id. at 907-908.

Garnes represented a fundamental change in punitive damage law in West Virginia. The Supreme Court of Appeals explicitly overruled its own long-standing precedent, which had allowed punitive damages even if no compensatory damages were awarded, and which required no reasonable relationship between punitive and

compensatory damages. See Wells v. Smith, 171 W. Va. 97, 297 S.E.2d 872 (1982). The court also held that West Virginia's previous scheme for the award of punitive damages -- which was in effect at the time of the trials in Adams and Barnes -- violated due process. Nevertheless, even though the Adams and Barnes juries were not constrained by careful jury instructions, and the trial courts did not meaningfully review these punitive damages awards, the Supreme Court of Appeals two months later denied OCF's petition for appeal without explanation. OCF has thus been deprived of all three of the levels of procedural safeguards approved in Haslip and required by Garnes, and of the substantive limits on punitive damages required by due process.

A. The Jury Instructions Did Not Sufficiently Limit the Jury's Discretion.

To ensure that a jury's discretion is reasonably constrained, Garnes required new, detailed jury instructions concerning punitive damages:

> When the trial court instructs the jury, the court should carefully explain the factors to be considered in awarding punitive damages. . . .
>
> (1) Punitive damages should bear a reasonable relationship to the harm that is likely to occur from the defendant's conduct as well as to the harm that actually has occurred. If the defendant's actions caused or would likely cause in a similar situation only slight harm, the damages should be relatively small. If the harm is grievous, the damages should be much greater. (2) The jury may consider (although the court need not specifically instruct on each element if doing so would be unfairly prejudicial to the defendant), the reprehensibility of the defendant's conduct. The jury should take into account how long the defendant continued in his actions, whether he was aware his actions were causing

> or were likely to cause harm, whether he attempted to conceal or cover up his actions or the harm caused by them, whether/ how often it made reasonable efforts to make amends by offering a fair and prompt settlement for the actual harm caused once his liability became clear to him. (3) If the defendant profited from his wrongful conduct, the punitive damages should remove the profit and should be in excess of the profit, so that the award discourages future bad acts by the defendant. (4) As a matter of fundamental fairness, punitive damages should bear a reasonable relationship to compensatory damages. (5) The financial position of the defendant is relevant.

413 S.E.2d at 908-09.

The jury instructions in Adams and Barnes failed to enlighten the juries as to the nature and purpose of punitive damages, and did not limit the juries' discretion in setting the amount of punitive damages. Haslip, 111 S. Ct. at

1044.[4] The instructions did not discuss any of these five factors, and were no more illuminating than those found deficient by the Supreme Court of Appeals in Garnes.

After its first refusal to accept OCF's appeal in these cases, the Supreme Court decided Davis v. Celotex Corp., 420 S.E.2d 557 (W. Va. 1992), another asbestos personal injury case tried in the Circuit Court of Monongalia County. As with Adams and Barnes, Davis was tried before Haslip and Garnes were decided.

Celotex had argued that its due process rights were violated "solely" because "the trial court's instruction

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[4] Prior to the holding in Haslip and Garnes, evidence concerning these factors would have had little of the force that it now has, whereas the potential for prejudice was great. Indeed, as the Supreme Court of Appeals recognized, certain of this evidence is so inherently inflammatory that it ought never be presented to a jury. Garnes, 413 S.E.2d at 909-10.

did not contain all of the" Garnes factors. 420 S.E.2d at __, 1992 WL 130567 at *10. In response to this limited argument, the Supreme Court of Appeals held:

> in cases tried before Garnes in which punitive damages were awarded, we will not set aside such awards if there is a factual basis for the punitive damages, if the punitive damages bear a reasonable relationship to the compensatory damages, and if the parties' main assignment of error is that the trial court's instruction did not contain all of the factors enumerated in Garnes.

Id.

Davis was wrongly decided. As Haslip made clear, due process requires procedures to ensure that any punitive damages awarded be narrowly tailored to serve the goals of punishment and deterrence. Due process also requires consideration of certain mitigating factors, particularly in litigation of this

magnitude. The absence of these protections in West Virginia is precisely why the court in Garnes found its previous system for awarding punitive damages unconstitutional. It was incorrect, therefore, for the Supreme Court of Appeals to refuse to review, as it did in Davis, awards of punitive damages in cases tried before Garnes entered under an admittedly unconstitutional scheme.

In any event, Davis is inapplicable here. OCF's due process challenge is not that the jury instructions did not contain all of the Garnes factors, but that they did not contain any of these factors. Nor is this OCF's "sole[]" challenge; other due process deficiencies that OCF raised include:

- the trial court failed to meaningfully review the punitive damage awards;

- OCF was denied all appellate review of these awards;
- the awards of punitive damages were excessive and not limited to only that amount necessary for appropriate punishment and deterrence; and
- the jury was given unbridled discretion in the determination of the amount of punitive damages.

That these juries "ran wild" is evidenced by the wide disparity in the amount of punitive damages awarded by the two separate juries, even though the two juries sat together to hear all of the evidence relevant to punitive damages and received identical jury instructions. Nevertheless, the jury in Barnes awarded $3,750,000 in punitive damages, six times the $630,000 awarded in Adams.

The "lottery" aspect of the awards in these cases is further emphasized by analysis of the alleged harm to the plaintiffs in these cases. Adams, in

which the jury returned a smaller award of punitive damages, involved a larger number of plaintiffs than in Barnes, and plaintiffs who were more seriously injured (two plaintiffs in the Adams group alleged asbestos-related cancers; none of the Barnes plaintiffs made such a claim).

Similarly unrelated to the relative punitive damage awards was OCF's "percentage of liability." In Adams, OCF was found to be 35 percent liable in each case. In Barnes, the liability assessed against OCF ranged from 2 to 27 percent, with an average percentage of liability of less than 12 percent. Thus, OCF's average share of liability was three times greater for the Adams plaintiffs, whereas the punitive damages in that case were only a sixth of the punitive damages returned in Barnes.

For all these reasons, the unconstrained discretion given to the juries violated OCF's right to due process.

B. The Trial Courts' Perfunctory Review of These Punitive Damage Awards, Without Opinion, Violated Due Process.

At the time of trial, West Virginia courts could only disturb awards of punitive damages if they were "monstrous, enormous, beyond all measure, unreasonable, outrageous and manifestly show jury passion, impartiality, prejudice or corruption." Garnes, 413 S.E.2d at 908. This standard of review, the West Virginia Supreme Court subsequently held, "provide[s] insufficient review by the trial court of punitive damages awards." Id. The West Virginia standards of review applicable at the time were also indistinguishable from the Vermont and Mississippi procedures for review of pu-

nitive damages criticized in Haslip. 111 S. Ct. at 1045 n.10.

Replacing this unconstitutional standard of review of awards of punitive damages, the West Virginia Supreme Court of Appeals required trial courts to "consider the factors explained to the jury as well as the following other factors":

> (1) The costs of litigation. (We want to encourage plaintiffs to bring wrongdoers to trial.); (2) Any criminal sanctions imposed on the defendant for his conduct. (Any sanctions should mitigate the punitive damages award.); (3) Any other civil actions against the same defendant, based on the same conduct. (Any other awards should mitigate the punitive damages award.); and (4) The appropriateness of punitive damages to encourage fair and reasonable settlements when a clear wrong has been committed. A factor that may justify punitive damages is the cost of litigation to the plaintiff.

413 S.E.2d at 909. Moreover, as in Haslip, the Supreme Court of Appeals re-

quired the trial court to explain its reasoning on the record: "When reviewing the punitive damages award, a West Virginia trial court should thoroughly set out the reasons for changing (or not changing) the award." Id. at 910.

In Adams and Barnes, the trial courts failed to address any of the specific arguments raised by OCF related to punitive damages (or any of the other issues raised by OCF's post-trial motion). Despite the fact that Haslip was already decided at the time of the arguments on OCF's post-trial motions, the courts summarily held in all 36 cases:

> The Court having maturely considered the [parties' arguments], does hereby HOLD and ORDER that all motions for judgment notwithstanding the verdict and for new trials are hereby denied.

Appendix pages A-1 to A-201. This cursory announcement of denial hardly qualifies as the type of meaningful and adequate review required by due process. Haslip, 111 S. Ct. at 1044; Garnes, 413 S.E.2d at 909.

C. OCF Received No Appellate Review.

The final safeguard ensuring that punitive damages comport with due process is appellate review. Haslip, 111 S. Ct. at 1045. This requirement posed special problems for West Virginia, which has no intermediate appellate courts, and in which appeals to the Supreme Court of Appeals are discretionary.

The court in Garnes resolved this problem by affirmatively declaring: "Upon petition, this court will review all punitive damages awards. In our review of the petition, we will consider

the same factors that we require the jury and trial judge to consider." 413 S.E.2d at 900, Syllabus Point 5 (emphasis added).

Two weeks later, the Supreme Court of Appeals clarified its holding in Garnes, noting that it would not accept an appeal if the alleged error was not preserved below or not properly raised in the petition for appeal. Pote v. Jarrell, 186 W. Va. 369, 412 S.E.2d 770, 777 (1991). Because, in that case, "no specific objection based on the criteria in Haslip was raised below nor was the punitive damage issue argued in the briefs before us on appeal," the court refused to review the punitive damages award. Id.

Later still, but before the court's final refusal of OCF's appeal, the Supreme Court of Appeals reaffirmed its

commitment to Garnes: "We will . . . be especially diligent in our review of any punitive damages awards entered before Garnes was decided." TXO Prod. Corp. v. Alliance Resources Corp., 419 S.E.2d 870, 886 (1992).

OCF's petition for appeal was filed after Haslip but before Garnes. The petition addressed some of the factors made relevant by Haslip (and later by Garnes), including the following:

- As of July 1991, OCF had already resolved more than 67,000 personal injury and wrongful death cases, all of which arose from the same course of conduct, at a cost of hundreds of millions of dollars. Petition for Appeal at 51, 60-61.

- 87,000 cases were pending against OCF as of July 1991. More than 20,000 new cases were filed against the company in each of the last five years. Petition for Appeal at 61.

- In 1990 alone, OCF resolved over 12,000 cases at a cost of

more than $117 million, exclusive of defense costs. Petition for Appeal at 60.

- In most cases that went to verdict against OCF, either the trial court or the jury rejected claims for punitive damages. Petition for Appeal at 51-52.

- 12 juries had already awarded almost $22 million in punitive damages against OCF, including two other West Virginia juries that awarded more than $4 million. Petition for Appeal at 52.

- At least a dozen former manufacturers or distributors of asbestos-containing products, representing over half the historic liability in the asbestos litigation, had declared bankruptcy. Petition for Appeal at 61.[5]

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[5] The following updates the data provided in the Petition for Appeal: As reported in its 1991 Annual Report, OCF had resolved 74,000 cases by the end of 1991, with another 17,000 settled in principle. 85,000 cases were then pending, and new cases continued to be received at a rate of 20,000 per year.

During 1991, OCF resolved 15,500 claims at a total indemnity cost of $145 million. OCF's unexhausted products liability coverage, which was $1.13 billion as of December 31, 1991, was committed to pending claims and would likely be depleted by 1996 or 1997. OCF had already paid

After the Supreme Court of Appeals decided Garnes, OCF sought leave to supplement its petition for appeal to discuss how Garnes, in conjunction with the factors already discussed in its petition, affected the Adams and Barnes cases. The Supreme Court of Appeals never ruled on this application.

OCF's only opportunity to address Garnes, and to directly argue the six points raised in its petition, was at the

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and/or set aside $175 million for uninsured costs of past and pending claims, and in 1991, OCF took an $800 million charge against earnings to cover the estimated uninsured costs of claims to be received from 1992 through 1999.

To date, 14 other awards of punitive damages have been returned against OCF, totalling over $29.5 million. This amount does not include $24 million of a $25 million punitive damage that was remitted by the trial court to $2 million and by the Court of Appeals to $1 million. Dunn v. Owens-Corning Fiberglas Corp., 774 F. Supp. 929 (D.V.I. 1991), vacated in part sub nom., Hess Oil Virgin Islands Corp. v. HOVIC, 1992 WL 228875 (3d Cir. Sept. 18, 1992). The Third Circuit recently vacated the panel's decision and granted OCF's motion for rehearing in banc. 1992 WL 274786 (3d Cir. Oct. 8, 1992).

summary proceeding provided upon petition for appeal. As petitioner, OCF was allocated five minutes for argument; respondents, as is the practice, were not given any opportunity to argue.

The day after the truncated argument, and despite its unambiguous holding in Garnes, the Supreme Court of Appeals summarily and without opinion denied OCF's petition for appeal.[6] Significantly, the court did not state that it had considered OCF's arguments on the merits and was affirming the Circuit

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[6] The demands of due process require that the reasons for a decision be explained in certain circumstances. Harris v. Rivera, 454 U.S. 339, 344 (1981). See also Morrissey v. Brewer, 408 U.S. 471, 489 (1972) and Wolff v. McDonnell, 418 U.S. 539, 564-565 (1974). Based on Haslip and Garnes, this appears to be one of the exceptional instances in which a court must articulate its reasons for its actions.

Court's Orders; instead, it refused to hear OCF's appeal.[7]

The Supreme Court of Appeals' refusal to grant OCF's petition for appeal was surprising in light of Pote and TXO Prod. Corp. In contrast to the petitioner in Pote, OCF repeatedly preserved its challenge to punitive damages both during and after the trial. Moreover, OCF discussed at length its objections to the punitive damages awards in its petition for appeal, expending 33 pages on this one issue. There is thus no way that the Supreme Court of Appeals could have concluded, especially pursuant to "diligent" review, that OCF failed to

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[7] The jurisdiction of the Supreme Court of Appeals is discretionary. W. Va. Code § 58-5-1 et seq. This limitation on the right to appeal is not the result of oversight of either the West Virginia Constitution or its legislature. Rather, the lack of an intermediate appeals court shows a deliberate purpose to set limits upon litigation after one trial in a court having jurisdiction. Fleshman v. McWhorter, 54 W. Va. 161, 46 S.E. 116, 117 (1903).

preserve the error or failed to raise the issue before that court.

This complete denial of any appellate review, especially when compounded with the plainly inadequate review by the Circuit Court, was a denial of due process and a violation of the mandate of this Court. Haslip, 111 S. Ct. at 1045. As this Court explained, the role of appellate review of punitive damage awards is critical to the determination of whether due process was violated:

> Th[e] appellate review makes certain that the punitive damages are reasonable in their amount and rational in light of their purpose to punish what has occurred and to deter its repetition. . . .
>
> The Alabama Supreme Court's post-verdict review ensures that punitive damages awards are not grossly out of proportion to the severity of the offense and have some understandable relationship to compensatory damages. . . .

> These standards have real effect when applied by the Alabama Supreme Court to jury awards. . . . [P]ost-verdict review by the Alabama Supreme Court has resulted in reduction of punitive awards. The standards provide for a rational relationship in determining whether a particular award is greater than reasonably necessary to punish and deter.

Id. at 1045-46 (citation omitted). Receiving "the benefit of appropriate review by the [state] Supreme Court," id. at 1046, must mean more than a one-line denial of a petition for appeal and speculation by the losing petitioner as to whether or not the reviewing court performed the constitutionally-required analysis. If Garnes sanctions the type of disposition accorded to OCF's petition for appeal, then the Garnes appellate review component remains fatally flawed under Haslip.

D. The Absence of Any Mechanism To Review the Aggregate of Unrestricted Awards of Punitive Damages Violates Due Process.

To comport with due process, punitive damages must be imposed in a rational manner and may not be "greater than reasonably necessary to punish and deter." Haslip, 111 F. Ct. at 1045. That requirement applies not only to the punitive damages imposed by a single jury, but also, indeed especially, to the aggregate of the punitive damages imposed for a single course of conduct. Id.

For the reasons more fully explained in the petition for a writ of certiorari in Owens-Illinois, Inc. v. Bolyard, No. 92-360, which this Court has consolidated with Keene's petition for a writ of certiorari in this case, No. 92-359, unlimited awards of punitive damages imposed against a defendant for a

single course of conduct violate due process and West Virginia provides no rational mechanism for ensuring that the total amount of punitive damages imposed against a defendant for such conduct is within the maximum amount allowable by due process. Accordingly, OCF adopts and joins the argument on this issue set forth at pages 10-12 of Owens-Illinois' petition.

In this case, OCF informed the Supreme Court of Appeals that 12 juries had returned punitive damages verdicts against OCF for a total amount of almost $22 million,[8] based on the single course of conduct of its manufacture and sale of Kaylo. Among those verdicts were two returned by West Virginia juries for a

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[8] Since then, 4 additional juries have awarded punitive damages against OCF, bringing the total to more than $34 million (not including $24 million of the $25 million awarded in Dunn).

total of more than $4 million in punitive damages. Petition for Appeal at 52. Because West Virginia provides no mechanism for ensuring that the aggregate of different juries' awards does not exceed the total amount allowable by due process, the awards in these cases cannot stand.

CONCLUSION

Owens-Corning Fiberglas Corporation was assessed over $4 million in punitive damages in these cases by two separate juries. These awards, returned before this Court's decision in Haslip and the West Virginia Supreme Court of Appeals' decision in Garnes, were governed under a set of legal procedures that the Supreme Court of Appeals candidly found to be constitutionally deficient under Haslip.

These punitive damage awards were returned by a jury that was not adequately instructed, were reviewed by a trial court that did not consider the Garnes factors and explain its reasoning on the record, and were not reviewed by West Virginia's only appellate court. This unbridled jury discretion and complete lack of review violates due process, as

does the absence of a rational decisionmaking process to ensure that unrestricted or successive awards of punitive damages are not excessive.

For the foregoing reasons, this Court should grant the writ and reverse

the judgment, or in the alternative, vacate the awards of punitive damages and remand for reconsideration in light of Haslip.

Respectfully submitted,

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Dated: October 19, 1992

APPENDIX

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

LEONARD ADAMS

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Thirty-Two Thousand Five Hundred Dollars ($32,500.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand

Dollars ($5,000.00) in punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 Dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not

involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

GARLEN R. BURTON, et al.

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Twenty-Nine Thousand Five Hundred Dollars ($29,500.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand

Dollars ($5,000.00) in punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not

involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

GEORGE R. CAMPBELL, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff George Campbell's compensatory damages were determined by the Jury to be Fifty-One Thousand Dollars ($51,000.00). The Court does hereby further find that the Plaintiff George Campbell had negotiaged settlements in his case totalling Thirty-Nine Thousand Seventy-Five Dollars ($39,075.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Fifty-One Thousand Dollars

($51,000.00) compensatory verdict shall be Thirty-Seven Thousand Three Hundred Fifty Dollars ($37,350.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Thirteen Thousand Six Hundred Fifty Dollars ($13,650.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of

Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Forty-Three Thousand Six Hundred Fifty Dollars ($43,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,400.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Eighteen Thousand Six Hundred Fifty

Dollars ($18,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,900.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

LESLIE B. CARR, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Leslie B. Carr's compensatory damages were determined by the Jury to be Twenty-Eight Thousand Five Hundred Dollars ($28,500.00). The Court does hereby further find that the Plaintiff Leslie B. Carr had negotiaged settlements in his case totalling Twenty-Eight Thousand Seventy-Five Dollars ($28,075.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Twenty-Eight Thousand Five

Hundred Dollars ($28,500.00) compensatory verdict shall be Twenty-Six Thousand Three Hundred Fifty Dollars ($26,350.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Two Thousand One Hundred Fifty Dollars ($2,150.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty-Two Thousand One Hundred Fifty Dollars ($32,150.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,300.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Seven Thousand One Hundred Fifty Dollars ($7,150.00) prior to perfecting any appeal in this matter, plus an additional amount of $7,200.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

JOHN CHAPMAN, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff John Chapman's compensatory damages were determined by the Jury to be Three Hundred Twenty-Four Thousand Two Hundred Dollars ($324,200.00). The Court does hereby further find that the Plaintiff John Chapman had negotiaged settlements in his case totalling One Hundred Forty-Four Thousand Eight Hundred Dollars ($144,800.00) prior to said verdict. The Court does in addition find that Nine Thousand Six Hundred Dollars ($9,600.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the

Three Hundred Twenty Four Thousand Two Hundred Dollars ($324,200.00) compensatory verdict shall be One Hundred Thirty-Five Thousand Two Hundred Dollars ($135,200.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of One Hundred Eighty-Nine Thousand Dollars ($189,000.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant

Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Nineteen Thousand Dollars ($219,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $22,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of One Hundred Ninety-Four Thousand Dollars ($194,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $20,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims

for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

ARVILLE DALTON, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1990, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Twenty Thousand Dollars ($20,000.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand Dollars ($5,000.00) in punitive and

exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 Dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently

developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 36-C-831

JAMES R. DARRAH, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff James Darrah's compensatory damages were determined by the Jury to be Fifty-Nine Thousand Five Hundred Dollars ($59,500.00). The Court does hereby further find that the Plaintiff James Darrah had negotiated settlements in his case totalling Thirty-Eight Thousand Five Hundred Fifty Dollars ($38,550.00) prior to said verdict. The Court does in addition find that Three Thousand Six Hundred Dollars ($3,600.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Fifty-Nine Thousand Five Hundred Dollars

($59,500.00) compensatory verdict shall be Thirty-Four Thousand Nine Hundred Fifty Dollars ($34,950.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Twenty-Four Thousand Five Hundred Fifty Dollars ($24,550.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of

Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Fifty-Four Thousand Five Hundred Fifty Dollars ($54,550.00) prior to perfecting any appeal in this matter, plus an additional amount of $5,500.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Twenty-Nine Thousand Five Hundred Fifty

Dollars ($29,550.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

PAUL DUNN, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Thirty Thousand Seven Hundred Fifty Dollars ($30,750.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand

Dollars ($5,000.00) in punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not

involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

TERRY LEE ENGLAND,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Fifteen Thousand Dollars ($15,000.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand Dollars ($5,000.00) in punitive and

exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently

developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

WILLIAM M. GABBERT,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff William M. Gabbert's compensatory damages were determined by the Jury to be Thirty-Eight Thousand Dollars ($38,000.00). The Court does hereby further find that the Plaintiff William M. Gabbert had negotiaged settlements in his case totalling Thirty-One Thousand Two Hundred Twenty-Five Dollars ($31,225.00) prior to said verdict. The Court does in addition find that Two Thousand Eight Hundred Seventy-Five Dollars ($2,875.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-Eight

Thousand Dollars ($38,000.00) compensatory verdict shall be Twenty-Eight Thousand Three Hundred Fifty Dollars ($28,350.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Nine Thousand Six Hundred Fifty Dollars ($9,650.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty-Nine Thousand Six Hundred Fifty Dollars ($39,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Fourteen Thousand Six Hundred Fifty Dollars ($14,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,500.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

GEORGE F. HOSCHAR, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff George Hoschar's compensatory damages were determined by the Jury to be One Hundred Seventy-Eight Thousand Nine Hundred Ninety Dollars ($178,990.00). The Court does hereby further find that the Plaintiff George Hoschar had negotiaged settlements in his case totalling Seventy-Three Thousand Three Hundred Dollars ($73,300.00) prior to said verdict. The Court does in addition find that Four Thousand Eight Hundred Dollars ($4,800.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the

One Hundred Seventy-Eight Thousand Nine Hundred Ninety Dollars ($178,990.00) compensatory verdict shall be Sixty-Eight Thousand Five Hundred Dollars ($68,500.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of One Hundred Ten Thousand Four Hundred Ninety Dollars ($110,490.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of One Hundred Forty Thousand Four Hundred Ninety Dollars ($140,490.00) prior to perfecting any

appeal in this matter, plus an additional amount of $15,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of One Hundred Fifteen Thousand Four Hundred Ninety Dollars ($115,490.00) prior to perfecting any appeal in this matter, plus an additional amount of $11,500.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court

has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-763

EVERETT E. JOHNSON, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Everett E. Johnson's compensatory damages were determined by the Jury to be Fifty-Eight Thousand Five Hundred Dollars ($58,500.00). The Court does hereby further find that the Plaintiff Everett Johnson had negotiaged settlements in his case totalling Twenty-Five Thousand Five Hundred Seventy-Five Dollars ($25,575.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the

Fifty-Eight Thousand Five Hundred Dollars ($58,500.00) compensatory verdict shall be Twenty-Three Thousand Eight Hundred Fifty Dollars ($23,850.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Thirty-Four Thousand Six Hundred Fifty Dollars ($34,650.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Sixty-Four Thousand Six Hundred Fifty Dollars ($64,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $6,500.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Thirty-Nine Thousand Six Hundred Fifty Dollars ($39,650.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1990.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

JAMES R. KIRK, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff James R. Kirk's compensatory damages were determined by the Jury to be Twenty-Nine Thousand Dollars ($29,000.00). The Court does hereby further find that the Plaintiff James R. Kirk had negotiaged settlements in his case totalling Twenty-Seven Thousand Twenty-Five Dollars ($27,025.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Twenty-Nine Thousand Dollars ($29,000.00)

compensatory verdict shall be Twenty-Five Thousand Three Hundred Dollars ($25,300.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Three Thousand Seven Hundred Dollars ($3,700.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of

Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty-Three Thousand Seven Hundred Dollars ($33,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,400.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Eight Thousand Seven Hundred Dollars

($8,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $900.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-830

WILLIAM E. KITTLE, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff William E. Kittle's compensatory damages were determined by the Jury to be Fifty-Six Thousand Dollars ($56,000.00). The Court does hereby further find that the Plaintiff William E. Kittle had negotiated settlements in his case totalling Twenty-Four Thousand Eight Hundred Twenty-Five Dollars ($24,825.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Fifty-Six

Thousand Dollars ($56,000.00) compensatory verdict shall be Twenty-Three Thousand One Hundred Dollars ($23,100.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Thirty-Two Thousand Nine Hundred Dollars ($32,900.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00). Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Sixty-Two Thousand Nine Hundred Dollars ($62,900.00) prior to perfecting any appeal in this matter, plus an additional amount of $6,300.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Thirty-Seven Thousand Nine Hundred Dollars ($37,900.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,800.00 dollars.

This Court previously having ruled that the cases listed herein did not invclve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-833

FOSTER A. LIPSCOMB, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Thirty-Five Thousand Five Hundred Dollars ($35,500.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand

Dollars ($5,000.00) in punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not

involve claims for risk of subsequently developing lung cancer or mesothelioma, but rather were claims for asbestos pleural disease, parenchymal asbestosis, and colon cancer, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related lung malignancy. The Court has specifically ruled that claims for asbestos-related lung malignancies constitute causes of actions separate from claims for asbestos pleural disease, parenchymal asbestosis, laryngeal or colon cancer and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-763

NELSON E. LOTT, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Nelson E. Lott's compensatory damages were determined by the Jury to be Seventy-Eight Thousand Six Hundred Dollars ($78,600.00). The Court does hereby further find that the Plaintiff Nelson E. Lott had negotiaged settlements in his case totalling Thirty-Seven Thousand Two Hundred Dollars ($37,200.00) prior to said verdict. The Court does in addition find that Three Thousand Three Hundred Dollars ($3,300.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Seventy-Eight Thousand Six

Hundred Dollars ($78,600.00) compensatory verdict shall be Thirty-Three Thousand Nine Hundred Dollars ($33,900.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Forty-Four Thousand Seven Hundred Dollars ($44,700.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00). Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Seventy-Four Thousand Seven Hundred Dollars ($74,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $7,500.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Forty-Nine Thousand Seven Hundred Dollars ($49,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $5,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developed cancer and mesothelioma, but rather were claims for asbestos pleural disease, parenchymal asbestosis, and laryngeal cancer including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related lung malignancy, including, lung cancer or mesothelioma. The Court has specifically ruled that claims for asbestos-related lung malignancies constitute causes of actions separate

from claims for asbestos pleural disease, parenchymal asbestosis, laryngeal or colon cancer, and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 87-C-7

GEORGE V. MEHALIC, JR., et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff George V. Mehalic's compensatory damages were determined by the Jury to be Thirty-Nine Thousand Dollars ($39,000.00). The Court does hereby further find that the Plaintiff George Mehalic had negotiaged settlements in his case totalling Twenty-Six Thousand One Hundred Seventy-Five Dollars ($26,175.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-Nine

Thousand Dollars ($39,000.00) compensatory verdict shall be Twenty-Four Thousand Four Hundred Fifty Dollars ($24,450.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Fourteen Thousand Five Hundred Fifty Dollars ($14,550.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Forty-Four Thousand Five Hundred Fifty Dollars ($44,550.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,500.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Nineteen Thousand Five Hundred Fifty Dollars ($19,550.00) prior to perfecting any appeal in this matter, plus an additional amount of $2,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-763

JERYL C. ROOT, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Jeryl C. Root's compensatory damages were determined by the Jury to be Thirty-Eight Thousand Five Hundred Dollars ($38,500.00). The Court does hereby further find that the Plaintiff Jeryl C. Root had negotiaged settlements in his case totalling Thirty-One Thousand Four Hundred Seventy-Five Dollars ($31,475.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the

Thirty-Eight Thousand Five Hundred Dollars ($38,500.00) compensatory verdict shall be Twenty-Nine Thousand Seven Hundred Fifty Dollars ($29,750.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Eight Thousand Seven Hundred Fifty Dollars ($8,750.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay to the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty-Eight Thousand Seven Hundred Fifty Dollars ($38,750.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Thirteen Thousand Seven Hundred Fifty Dollars ($13,750.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,400.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-782

STANLEY E. ROWE, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Fifteen Thousand Dollars ($15,000.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand Dollars ($5,000.00) in punitive and

exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently

developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

JOSEPH L. SBERNA, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Joseph L. Sberna's compensatory damages were determined by the Jury to be Thirty-Seven Thousand Dollars ($37,000.00). The Court does hereby further find that the Plaintiff Joseph L. Sberna had negotiaged settlements in his case totalling Twenty-Eight Thousand Five Hundred Twenty-Five Dollars ($28,525.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-Seven

Thousand Dollars ($37,000.00) compensatory verdict shall be Twenty-Six Thousand Eight Hundred Dollars ($26,800.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Ten Thousand Two Hundred Dollars ($10,200.00) plus interest thereon from the date of the jury verdict on November 14, 1990, until paid.

In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is

ordered to pay the Plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages. The Defendant Keene Corporation is ordered to pay the Plaintiff the sum of Five Thousand Dollars ($5,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Forty Thousand Two Hundred Dollars ($40,200.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of

Fifteen Thousand Two Hundred Dollars ($15,200.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,500.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and

parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

JOSEPH E. SHILOT, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 11th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 14th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Twenty-Two Thousand Dollars ($22,000.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendants Keene Corporation and Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Thirty Thousand Dollars ($30,000.00) as punitive and exemplary damages and the Defendant Keene Corporation is ordered to pay the plaintiff the sum of Five Thousand Dollars ($5,000.00) in punitive and

exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty Thousand Dollars ($30,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,000.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Dollars ($5,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $500.00 Dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently

developed lung cancer or mesothelioma, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer and colon cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related lung malignancy, including lung cancer or mesothelioma. The Court has specifically ruled that claims for asbestos-related lung malignancies constitute causes of actions separate from claims for asbestos pleural disease, parenchymal asbestosis, laryngeal or colon cancer and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 11th day of March, 1991.

/s/LARRY V. STARCHER
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-781

CHARLES BARNES,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Charles Barnes' compensatory damages were determined by the Jury to be Twenty-Eight Thousand Dollars ($28,000.00). The Court does hereby further find that the Plaintiff Charles Barnes had negotiaged settlements in his case totalling Twenty-Three Thousand Nine Hundred Twenty-Five Dollars ($23,925.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Twenty-Eight Thousand

Dollars ($28,000.00) compensatory verdict shall be Twenty-Two Thousand Two Hundred Dollars ($22,200.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Five Thousand Eight Hundred Dollars ($5,800.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two

Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Fifty-Five Thousand Eight Hundred Dollars ($255,800.00) prior to perfecting any appeal in this matter, plus an additional amount of $25,580.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Five Thousand Eight Hundred Dollars ($5,800.00) prior to perfecting any appeal in this matter, plus an additional amount of $580.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

ALLEN CAMPBELL, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Allen Campbell's compensatory damages were determined by the Jury to be Forty-Two Thousand Dollars ($42,000.00). The Court does hereby further find that the Plaintiff Allen Campbell had negotiaged settlements in his case totalling Thirty-Two Thousand Five Hundred Twenty-Five Dollars ($32,525.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Forty-Two Thousand Dollars

($42,000.00) compensatory verdict shall be Thirty Thousand Eight Hundred Dollars ($30,800.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Eleven Thousand Two Hundred Dollars ($11,200.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two

Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Sixty-One Thousand Two Hundred Dollars ($261,200.00) prior to perfecting any appeal in this matter, plus an additional amount of $26,120.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Eleven Thousand Two Hundred Dollars ($11,200.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,120.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

GARY FITZSIMMONS, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Gary Fitzsimmons' compensatory damages were determined by the Jury to be Twenty-Seven Thousand Dollars ($27,000.00). The Court does hereby further find that the Plaintiff Gary Fitzsimmons had negotiaged settlements in his case totalling Twenty-Five Thousand Three Hundred Seventy-Five Dollars ($25,375.00) prior to said verdict. The Court does in addition find that Two Thousand Eight Hundred Seventy-Five Dollars ($2,875.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Twenty-Seven

Thousand Dollars ($27,000.00) compensatory verdict shall be Twenty-Two Thousand Five Hundred Dollars ($22,500.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendant whom Plaintiff went to verdict against was the Defendant Owens-Corning Fiberglas Corporation. The Defendant Owens-Corning Fiberglas is therefore ORDERED to pay unto the Plaintiff the sum of Four Thousand Five Hundred Dollars ($4,500.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary

damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Fifty-Four Thousand Five Hundred Dollars ($254,500.00) prior to perfecting any appeal in this matter, plus an additional amount of $25,450.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment

pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-763

GEORGE FRAZIER, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff George Frazier's compensatory damages were determined by the Jury to be Sixty-Three Thousand Dollars ($63,000.00). The Court does hereby further find that the Plaintiff George Frazier had negotiated settlements in his case totalling Twenty-Five Thousand One Hundred Twenty-Five Dollars ($25,125.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Sixty Three Thousand

Dollars ($63,000.00) compensatory verdict shall be Twenty Three Thousand Four Hundred Dollars ($23,400.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Thirty Nine Thousand Six Hundred Dollars ($39,600.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two

Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Eighty-Nine Thousand Six Hundred Dollars ($289,600.00) prior to perfecting any appeal in this matter, plus an additional amount of $28,960.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Thirty-Nine Thousand Six Hundred Dollars ($39,600.00) prior to perfecting any appeal in this matter, plus an additional amount of $3,960.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

TERRANCE HARRAH, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Terrance Harrah's compensatory damages were determined by the Jury to be Thirty-Six Thousand Dollars ($36,000.00). The Court does hereby further find that the Plaintiff Terrance Harrah had negotiaged settlements in his case totalling Twenty-Seven Thousand Five Hundred Seventy-Five Dollars ($27,575.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-six

Thousand Dollars ($36,000.00) shall be Twenty-Five Thousand eight Hundred Fifty Dollars ($25,850.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Ten Thousand One Hundred Fifty Dollars ($10,150.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two

Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Sixty Thousand One Hundred Fifty Dollars ($260,150.00) prior to perfecting any appeal in this matter, plus an additional amount of $26,015.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Ten Thousand One Hundred Fifty Dollars ($10,150.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,015.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-764

WILLIAM HEABERLIN, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff William Heaberlin's compensatory damages were determined by the Jury to be Forty Thousand Dollars ($40,000.00). The Court does hereby further find that the Plaintiff William Heaberlin had negotiaged settlements in his case totalling Twenty-Six Thousand Five Hundred Twenty-Five Dollars ($26,525.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Forty

Thousand Dollars ($40,000.00) compensatory verdict shall be Twenty-Four Thousand Eight Hundred Dollars ($24,800.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Fifteen Thousand Two Hundred Dollars ($15,200.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered

to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Sixty-Five Thousand Two Hundred Dollars ($265,200.00) prior to perfecting any appeal in this matter, plus an additional amount of $26,520.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Fifteen Thousand Two Hundred Dollars ($15,200.00) prior to perfecting any

appeal in this matter, plus an additional amount of $1,520.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-815

WILLIAM E. HUNT, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff William Hunt's compensatory damages were determined by the Jury to be Forty-One Thousand Dollars ($41,000.00). The Court does hereby further find that the Plaintiff William Hunt had negotiaged settlements in his case totalling Twenty-Five Thousand Two Hundred Twenty-Five Dollars ($25,225.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Forty-One Thousand Dollars ($41,000.00)

compensatory verdict shall be Twenty-Three Thousand Five Hundred Dollars ($23,500.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two

Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Sixty-Seven Thousand Five Hundred Dollars ($267,500.00) prior to perfecting any appeal in this matter, plus an additional amount of $26,750.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) prior to perfecting any appeal in this matter, plus an additional amount of $1,750.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-833

FRANK MANO, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Frank Mano's compensatory damages were determined by the Jury to be Thirty-One Thousand Dollars ($31,000.00). The Court does hereby further find that the Plaintiff Frank Mano had negotiaged settlements in his case totalling Twenty-Five Thousand One Hundred Seventy-Five Dollars ($27,175.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-One Thousand Dollars

($31,000.00) compensatory verdict shall be Twenty-Three Thousand Four Hundred Fifty Dollars ($23,450.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendant whom Plaintiff went to verdict against was the Defendant Owens-Corning Fiberglas Corporation. The Defendant Owens-Corning Fiberglas is therefore ORDERED to pay unto the Plaintiff the sum of Seven Thousand Five Hundred Fifty Dollars ($7,550.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary

damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Fifty-Seven Thousand Five Hundred Fifty Dollars ($257,550.00) prior to perfecting any appeal in this matter, plus an additional amount of $25,755.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not

extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

GARY L. MCCORMICK,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Gary L. McCormick's compensatory damages were determined by the Jury to be Thirty-Two Thousand Dollars ($32,000.00). The Court does hereby further find that the Plaintiff Gary L. McCormick had negotiaged settlements in his case totalling Twenty-Five Thousand One Hundred Seventy-Five Dollars ($25,175.00) prior to said verdict. The Court does in addition find that Two Thousand Eight Hundred Seventy-Five Dollars ($2,875.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-Two

Thousand Dollars ($32,000.00) compensatory verdict shall be Twenty-Two Thousand Three Hundred Dollars ($22,300.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore CRDERED to pay unto the Plaintiff both jointly and severally the sum of Nine Thousand Seven Hundred Dollars ($9,700.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered

to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Fifty-Nine Thousand Seven Hundred Dollars ($259,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $25,970.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Nine Thousand Seven Hundred Dollars ($9,700.00) prior to perfecting any

appeal in this matter, plus an additional amount of $970.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-781

PERRY D. MOORE,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Perry D. Moore's compensatory damages were determined by the Jury to be Forty-Eight Thousand Dollars ($48,000.00). The Court does hereby further find that the Plaintiff Perry D. Moore had negotiaged settlements in his case totalling Twenty-Five Thousand Three Hundred Twenty-Five Dollars ($25,325.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the

Forty-Eight Thousand Dollars ($48,000.00) compensatory verdict shall be Twenty-Three Thousand Six Hundred Dollars ($23,600.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendant against whom Plaintiff was awarded a verdict was the Defendant Owens-Corning Fiberglas Corporation. The Defendant Owens-Corning Fiberglas is therefore ORDERED to pay unto the Plaintiff the sum of Twenty-Four Thousand Four Hundred Dollars ($24,400.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict on the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars

($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Seventy-Four Thousand Four Hundred Dollars ($274,400.00) prior to perfecting any appeal in this matter, plus an additional amount of $27,440.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury

verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

LARRY NEIDERT, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Larry Neidert's compensatory damages were determined by the Jury to be Thirty-Seven Thousand Dollars ($37,000.00). The Court does hereby further find that the Plaintiff Larry Neidert had negotiaged settlements in his case totalling Twenty-Five Thousand Six Hundred Twenty-Five Dollars ($25,625.00) prior to said verdict. The Court does in addition find that Two Thousand Eight Hundred Seventy-Five Dollars ($2,825.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Thirty-Seven Thousand

Dollars ($37,000.00) compensatory verdict shall be Twenty-Two Thousand Seven Hundred Fifty Dollars ($22,750.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendant against whom Plaintiff was awarded a verdict was the Defendant Owens-Corning Fiberglas Corporation. The Defendant Owens-Corning Fiberglas is therefore ORDERED to pay unto the Plaintiff the sum of Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars

($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Sixty-Four Thousand Two Hundred Fifty Dollars ($264,250.00) prior to perfecting any appeal in this matter, plus an additional amount of $26,425.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury

verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

ANTHONY SCOTKA, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Anthony Scotka's compensatory damages were determined by the Jury to be Seventy Thousand Dollars ($70,000.00). The Court does hereby further find that the Plaintiff Anthony Scotka had negotiaged settlements in his case totalling Twenty-Five Thousand Three Hundred Dollars ($25,300.00) prior to said verdict.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Fourty-Four Thousand Seven Hundred

Dollars ($44,700.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Ninety-Four Thousand Seven Hundred Dollars ($294,700.00) prior to perfecting any

appeal in this matter, plus an additional amount of $29,470.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Fourty-Four Thousand Seven Hundred Dollars ($44,700.00) prior to perfecting any appeal in this matter, plus an additional amount of $4,470.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbes-

tos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-782

BENJAMIN P. SISLER, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby find that the compensatory damages awarded to the plaintiff of Twenty-Two Thousand Dollars ($22,000.00) have been fully satisfied as a result of pre-trial settlements.

The Court does hereby HOLD and ORDER that the Defendant Owens-Corning Fiberglas shall pay no monies to the plaintiff as compensatory damages. However, pursuant to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of

interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) prior to perfecting any appeal in this matter, plus an additional amount of $25,000.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has

specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-781

ROBERT S. THORNE, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Robert Thorne's compensatory damages were determined by the Jury to be Sixty Thousand Dollars ($60,000.00). The Court does hereby further find that the Plaintiff Robert Thorne had negotiaged settlements in his case totalling Twenty-Five Thousand Two Hundred Seventy-Five Dollars ($25,275.00) prior to said verdict. The Court does in addition find that Two Thousand Eight Hundred Seventy-Five Dollars ($2,875.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Sixty Thousand Dollars ($60,000.00)

compensatory verdict shall be Twenty-Two Thousand Four Hundred Dollars ($22,400.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendant against whom Plaintiff was awarded a verdict was the Defendant Owens-Corning Fiberglas Corporation. The Defendant Owens-Corning Fiberglas is therefore ORDERED to pay unto the Plaintiff the sum of Thirty-Seven Thousand Six Hundred Dollars ($37,600.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such

punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred-Eighty-Seven Thousand Six Hundred Dollars ($287,600.00) prior to perfecting any appeal in this matter, plus an additional amount of $28,760.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment

pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning
Fiberglas Corporation

IN THE CIRCUIT COURT OF
MONONGALIA COUNTY, WEST VIRGINIA

CIVIL ACTION NO.: 86-C-832

ARTHUR E. TIMBERLAKE, et al.,

Plaintiff,

v.

ARMSTRONG WORLD INDUSTRIES, INC., et al.

Defendants.

JUDGMENT ORDER

BE IT REMEMBERED that on the 12th day of March, 1991, came the parties, by counsel, and did argue their motions for judgments notwithstanding the verdicts and for new trial based upon the verdicts entered against them by a petit jury of this Court on the 13th day of November, 1990.

The Court having maturely considered the same, does hereby HOLD and ORDER that all motions for judgments notwithstanding

the verdict and for new trials are hereby denied.

The Court does hereby further HOLD and ORDER that Plaintiff Arthur E. Timberlake's compensatory damages were determined by the Jury to be Fifty-two Thousand Dollars ($52,000.00). The Court does hereby further find that the Plaintiff Arthur E. Timberlake had negotiaged settlements in his case totalling Twenty-Five Thousand Two Hundred Twenty-Five Dollars ($25,225.00) prior to said verdict. The Court does in addition find that One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00) of these negotiated settlements is based upon a contingent and deferred payment and should therefore not be set off from the judgment at this time. The Court does hereby HOLD and ORDER that the appropriate amount of set-offs from the Fifty-Two

Thousand Dollars ($52,000.00) compensatory verdict shall be Twenty-Three Thousand Five Hundred Dollars ($23,500.00). Plaintiff shall assign rights to contingent and deferred payments to Defendants.

The only defendants against whom Plaintiff was awarded a verdict both jointly and severally was the Defendants Owens-Corning Fiberglas Corporation and Keene Corporation. The Defendants Owens-Corning Fiberglas and Keene Corporation is therefore ORDERED to pay unto the Plaintiff both jointly and severally the sum of Twenty-Eight Thousand Five Hundred Dollars ($28,500.00) plus interest thereon from the date of the jury verdict on November 13, 1990, until paid. In addition to the jury's verdict in the above-styled action, the Defendant Owens-Corning Fiberglas Corporation is ordered to

pay the Plaintiff the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) as punitive and exemplary damages. Such punitive and exemplary damage awards shall in addition thereto include interest as of the date of the jury verdict at the legal rate of interest until such time as said judgments are paid.

Owens-Corning Fiberglas Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Two Hundred Seventy-Eight Thousand Five Hundred Dollars ($278,500.00) prior to perfecting any appeal in this matter, plus an additional amount of $27,850.00 dollars.

Keene Corporation is hereby ORDERED to forthwith obtain a bond in the sum of Twenty-Eight Thousand Eight Hundred Fifty Dollars ($28,500.00) prior to perfecting

any appeal in this matter, plus an additional amount of $2,850.00 dollars.

This Court previously having ruled that the cases listed herein did not involve claims for risk of subsequently developing cancer, but rather were claims for asbestos pleural disease and parenchymal asbestosis, including fear of cancer, it is Ordered that the jury verdict and subsequent entry of judgment pursuant to said verdict does not extinguish any rights should the plaintiff subsequently develop an asbestos-related malignancy. The Court has specifically ruled that claims for asbestos-related malignancies constitute separate causes of actions from claims for asbestos pleural disease and parenchymal asbestosis and fear of cancer.

Costs are taxed against non-prevailing Defendants.

The Defendants object and except to all adverse rulings of the Court.

ENTERED under my hand this 12th day of March, 1991.

/s/ROBERT B. STONE
JUDGE

APPROVED AS TO FORM ONLY:

/s/ illegible
Counsel for Plaintiff

Counsel for Owens-Corning Fiberglas Corporation

Counsel for Keene Corporation

STATE OF WEST VIRGINIA

At a Regular Term of the Supreme Court of Appeals continued and held at Charleston, Kanawha County, on the 5th day of February, 1992, the following order was made and entered:

Leonard Adams, Garlen Burton, George Campbell, Leslie Carr, John Chapman, Arville Dalton, James Darrah, Paul Dunn, Terry England, William Gabbert, George Hoschar, Everett Johnson, James Kirk, William Kittle, Foster Lipscomb, Nelson Lott, George Mahalic, Jeryl Root, Stanley Rowe, Joseph Sberna and Joseph Shilot, Plaintiffs Below, Respondents

vs. No. 920023

Owens-Corning Fiberglas Corporation, Defendant Below, Petitioner

AND

Charles Barnes, Allen Campbell, Gary Fitzsimmons, George Frazier, Terrance Harrah, William Heaberlin, William Hunt, Gary McCormick, Frank Mano, Perry Moore, Larry Neidert, Anthony Scotka, Benjamin Sisler, Robert Thorne and Arthur Timberlake, Plaintiffs Below, Respondents

vs.

Owens-Corning Fiberglas Corporation, Defendant Below, Petitioner

On a former day, to-wit, January 9, 1992, came the petitioner, Owens-Corning

Fiberglas Corporation, by Riley & DeFalice, Patrick R. Riley, Patrick A. Hewitt and Fredric E. Orlansky, its attorneys, and presented to the Court its petition praying for an appeal from judgments of the Circuit Court of Monongalia County, rendered on the 11th day of March, 1991, with the record therein accompanying the petition. Thereafter, on the 15th day of January, 1992, came the petitioner, Owens-Corning Fiberglas Corporation, by Riley & DeFalice, Patrick R. Riley, Patrick A. Hewitt and Fredric E. Orlansky, its attorneys, and presented to the Court its supplement thereto. Finally, on the 23rd day of January, 1992, came the respondents, Leonard Adams, Garlen Burton, George Campbell, Leslie Carr, John Chapman, Arville Dalton, James Darrah, Paul Dunn, Terry England, William

Gabbert, George Hoschar, Everett Johnson, James Kirk, William Kittle, Foster Lipscomb, Nelson Lott, George Mahalic, Jeryl Root, Stanley Rowe, Joseph Sberna and Joseph Shilot, Charles Barnes, Allen Campbell, Gary Fitzsimmons, George Frazier, Terrance Harrah, William Heaberlin, William Hunt, Gary McCormick, Frank Mano, Perry Moore, Larry Neidert, Anthony Scotka, Benjamin Sisler, Robert Thorne and Arthur Timberlake, by Hostler & Segal, and Scott Segal, and Henderson & Goldberg, Theodore Goldberg and Tybe A. Brett, their attorneys, and presented to the Court their written response in opposition thereto.

Upon consideration whereof, the Court is of opinion to and doth hereby refuse said petition for appeal.

A True Copy

Attest: /s/ illegible
Clerk, Supreme Court of Appeals

STATE OF WEST VIRGINIA

At a Regular Term of the Supreme Court of Appeals continued and held at Charleston, Kanawha County, on the 21st day of July, 1992, the following order was made and entered:

Leonard Adams, et al., Plaintiffs Below, Respondents

vs. No. 912484

Keene Corporation, et al., Defendants Below

Keene Corporation, Defendant Below, Petitioner

On a former day to-wit, March 6, 1992, came the Owens-Corning Fiberglas Corporation, by Riley & DeFalice, Patrick R. Riley, Patrick A. Hewitt and Fredric E. Orlansky, its attorneys, and presented to the Court its motion in writing for leave for joiner in the above-captioned proceeding as petitioner and further presented to the Court its petition praying for an appeal from a judgment of

the Circuit Court of Monongalia County, rendered on the 11th day of March, 1991.

Upon consideration whereof, the Court is of opinion to and doth hereby grant said motion for joiner and Owens-Corning Fiberglas Corporation is hereby made a party petitioner to this proceeding with leave to demur, answer, or otherwise plead herein. Upon further consideration, the Court is of opinion to and doth hereby refuse said petition for appeal.

A True Copy

Attest: /s/ illegible
Clerk, Supreme Court of Appeals